



# CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Reject bids for purchase of Police Department undercover van and authorize readvertisement for bids

MEETING DATE: October 19, 1994

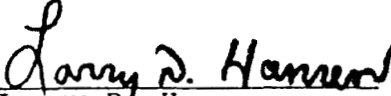
PREPARED BY: Police Chief

RECOMMENDED ACTION: That the City Council reject the bid for the police undercover van from Geweke Ford, in the amount of \$21,369.51. This amount is \$1,369.51 above our budgeted cost of the vehicle.

Additionally, the City Council needs to approve the modified vehicle specification and authorize re-advertising for bids to be opened on Friday, November 4, 1994.

BACKGROUND INFORMATION: The Lodi Police Department has been authorized \$20,000 to purchase an undercover van for the Police Department Investigations Unit. Bids were opened on October 4, 1994 and only one bid was received. Because the bid was in excess of the amount budgeted, we have modified the specification.

FUNDING: Costs are not to exceed \$20,000 currently budgeted.

  
Larry D. Hansen  
Chief of Police

APPROVED



THOMAS A. PETERSON  
City Manager



recycled paper

DRAFT

A RESOLUTION OF THE LODI CITY COUNCIL  
REJECTING THE BID FOR THE POLICE UNDERCOVER VAN,  
APPROVING MODIFIED VEHICLE SPECIFICATION  
AND AUTHORIZING READVERTISEMENT FOR BIDS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on October 4, 1994 at 11:00 a.m. for the bid for Police Undercover Van, described in the specifications therefor approved by the City Council on September 7, 1994; and

WHEREAS, said bids have been compared, checked, and tabulated and a report thereof filed with the City Manager as follows:

<u>BIDDER</u>	<u>LOCATION</u>	<u>AMOUNT BID</u>
Budgeted Amount		\$ 20,000.00
Geweke Ford	Lodi	\$ 21,369.51

WHEREAS, only one bid was received and that bid is \$1,369.51 above the budgeted amount for the vehicle. Staff recommends that Council reject the bid, approve the modified vehicle specification and authorize readvertising for bids.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that the bid received is hereby rejected and approves the modified vehicle specification for the purchase of one Police Undercover Van, and staff is authorized to readvertise for bids.

Dated: October 19, 1994

I hereby certify that Resolution No. 94-118 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 19, 1994 by the following vote:

Ayes: Council Members -  
Noes: Council Members -  
Absent: Council Members -

Jennifer M. Perrin  
City Clerk

94-118

RES94118/TXTA.01V

**CITY OF LODI**  
**PUBLIC WORKS DEPARTMENT**

**SPECIFICATIONS  
FOR  
Seven Passenger Mini Van**

SET NO. \_\_\_\_\_

DATE: October 1994

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**SEVEN PASSENGER MINI VAN**

**SECTION 1  
NOTICE INVITING BIDS**

**CITY OF LODI, CALIFORNIA**

The City of Lodi hereby invites sealed proposal for furnishing and delivering one Seven Passenger Mini Van in accordance with this notice and specifications on file and available from the City of Lodi, Public Works Department, Municipal Service Center, 1331 South Ham Lane, Lodi, CA 95242. No bid will be considered unless it is submitted on a proposal form provided by the City of Lodi.

Said sealed proposals shall be delivered to the Purchasing Officer, City of Lodi, 221 West Pine Street, Post Office Box 3006, Lodi, CA 95241, at or before

11:00 am, Friday, November 4 1994,

and will be publicly opened and read at that time in the Public Works Conference Room, City Hall, 221 West Pine Street, Lodi, California.

The City of Lodi reserves the right to reject any or all bids, to waive any informality in any bid, to accept other than the lowest bid, or not to award the bid.

Reference is hereby made to said specifications for further details, which specifications and this notice shall be considered part of any contract made pursuant thereto.

CITY OF LODI  
Joel E. Harris  
Purchasing Officer



**BID OPENING**

- A. The Purchasing Officer will receive sealed bids at Lodi City Hall, 221 West Pine Street, Lodi, California, 95240, until the time for opening bids as noted in the "Notice Inviting Bids". Bidders or their authorized representatives are invited to be present.
- B. The proposal shall be submitted as directed in the "Notice Inviting Bids" under sealed cover, plainly marked as a proposal and identifying the equipment to which the proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded. Only proposals actually received by the Purchasing Officer by the time set for the bid opening will be accepted.

**PROPOSAL FORM**

- A. Prospective bidders are furnished with one proposal form included in the specifications.
- B. The proposal must be signed with the full name and address of the bidder, by an authorized representative of the company.
- C. The purchaser reserves the right to accept other than the lowest bid or to reject any or all bids.

**BIDDERS RESPONSIBILITY FOR SUBCONTRACTORS**

Bidder shall be fully responsible for all work of subcontractors, and shall be liable for any failure or omissions to comply with the specifications for this equipment.

**REJECTION OF PROPOSALS**

Bids may be rejected if they show any alterations of proposal form, additions not called for, or alternative bids not properly documented. Bids proposing equipment with which the City has no prior in-service experience may be rejected. Erasures or irregularities of any kind may also be cause for rejection.

**AWARD OF BID**

- A. The award of the bid, if it be awarded, will be to the lowest responsible bidder whose bid proposal complies with all the requirements described herein.
- B. In evaluating the bids and determining lowest total to the City, the city will consider the Sales Tax Credit in the amount of one percent (1%) of the purchase price of the equipment, which is rebated to the City of Lodi when such purchase is consummated at the retailer's place of business and such business:

1. Is located within the City of Lodi;
  2. Is licensed by the California State Board of Equalization to collect sales tax at the local place of business;
  3. Maintains a valid City of Lodi Business License.
- C. Where alternative bids are received, the City Council reserves the right to select the bid most advantageous to the City. The award, if made, will be made within thirty days after opening of the bids.
- D. In case of tie bids, consideration will given to bids as described in "Award of Bid", paragraph B, above. If that section does not apply to resolution of the tie, the tie will be broken by a coin toss, conducted by the City Purchasing Officer. Tie bidders will be notified and may be present.

### **DELIVERY**

Delivery time will be part of the bid evaluation, and delivery time shall be clearly indicated on the proposal. Delivery is required not more than 90 calendar days following award of bid to the Municipal Service Center, 1331 South Ham Lane, Lodi, California 95242. Truck delivery shall be made only during normal working hours, 8:00 a.m. - 4:00 p.m., Monday through Friday.

### **PRICES**

All quoted prices shall be current and firm for at least thirty days after date of bid opening. Prices to be F.O.B. Lodi, California.

### **SALES AND USE TAXES**

All quotations submitted shall include 7.75% California sales tax.

### **PAYMENTS**

- A. Invoices shall indicate sales tax as a separate item apart from the cost of F.O.B. point of delivery. Purchaser's item description and order number shall appear on all invoices. All invoices shall be rendered in duplicate.
- B. Full payment by the purchaser shall not release supplier of his responsibility to fully carry out his bid obligations nor be construed by supplier as acceptance of the work hereunder by purchaser.

### **GUARANTEES**

- A. In addition to any or all guarantees mentioned elsewhere herein, the supplier shall replace entirely at his own expense, including freight, any faulty equipment, within a period of at least one year after the equipment has been accepted by the purchaser.

### **PURCHASES**

- A. This transaction will be covered by the City of Lodi purchase order, and all terms included in Information to Bidders, Proposal and Specifications will be binding.



**SEVEN PASSENGER MINI VAN**

**SECTION 3  
BID PROPOSAL**

**CITY OF LODI, CALIFORNIA**

**Date: October 1994**

**TO: The Lodi City Council  
Lodi City Hall  
221 West Pine Street  
P.O. Box 3006  
Lodi, CA 95241-1910**

The undersigned, as bidder, declares to have carefully examined the Notice Inviting Bids, Information to Bidders and Specifications filed for furnishing and delivering this equipment, and agrees to be fully informed regarding all of the conditions affecting the equipment to be furnished for the completion of the order, and that the information was secured by personal investigation and research and not from any estimate of a City engineer; and that no claim will be made against the City by reason of estimates, test or representations of any officer or agent of the City; and proposes and agrees if the proposal be accepted, to furnish the City of Lodi the necessary equipment specified in the bid, in the manner and time therein set forth. It has been noted the City of Lodi reserves the right to accept all or part of this bid, to reject any or all bids, or to accept other than the lowest bid.

The item listed below is to be in accordance with the City of Lodi specifications attached hereto. The bidder will submit a detailed list of any and all exceptions taken to these specifications by either listing those exceptions in the space provided on the said specifications attached or, when such space is inadequate, by listing those exceptions on a separate paper by item in the same order of the City's specifications. In the absence of such a list, it will be understood that the bidder's proposal is based on strict conformance to the specifications in all respects. All exceptions taken will be evaluated and determination made on acceptability before the award is made.

If awarded the bid, the undersigned agrees to furnish and deliver the equipment described in the specifications and to take in full payment therefor the following unit and total prices, to-wit:

The undersigned declares that the specifications have been carefully examined for one New Seven Passenger Mini Van and submits this schedule of prices for its bid.

The undersigned further agrees to be responsible for the work of its subcontractors.

New 1995 Seven Passenger Mini Van \_\_\_\_\_ \$ \_\_\_\_\_  
(Model Bid)

7.75% Sales Tax \$ \_\_\_\_\_

TOTAL AMOUNT OF BID \$ \_\_\_\_\_

Estimated delivery date \_\_\_\_\_

State period of full warranty \_\_\_\_\_  
(calendar days)

Additional warranties \$ \_\_\_\_\_

Total amount of bid with additional warranties \$ \_\_\_\_\_

**BID ALTERNATE A:**

New 1994 ,Seven Passenger Mini Van \_\_\_\_\_ \$ \_\_\_\_\_  
(Model Bid)

7.75% Sales Tax \$ \_\_\_\_\_

Total Alternate Bid \$ \_\_\_\_\_

Estimated delivery date \_\_\_\_\_

Period of Full Warranty \_\_\_\_\_  
(Calendar Days)

Additional Warranties \$ \_\_\_\_\_

It is understood and agreed that if this Proposal is accepted the price quoted above is inclusive of sales tax, or similar tax now imposed by Federal, State, or other governmental agency upon the equipment specified.

The undersigned has checked carefully all the above figures and understands that the City and its officers and employees will not be responsible for any errors or omissions on the part of the undersigned in completing this bid.

The undersigned, as bidder, hereby declares that the only persons or firms interested in the proposal as principal or principals is or are named herein and that no persons or firms other than herein mentioned have any interest in this proposal, that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

This bid may be withdrawn by the written request of an authorized representative of the bidding company at any time prior to the scheduled time for the opening of bids or prior to any authorized postponement thereof.

The undersigned hereby designates as the office to which such notice of acceptance may be mailed or delivered:

NAME OF BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER (      ) \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

NAME (PRINTED OR TYPED) \_\_\_\_\_

TITLE \_\_\_\_\_

DATED \_\_\_\_\_

## **SEVEN PASSENGER MINI VAN**

## **SECTION 4 SPECIFICATIONS**

### **GENERAL INSTRUCTIONS**

All equipment listed as standard by the manufacturer for the model quoted shall be furnished whether or not such equipment is detailed herein. Exception: vendor shall not furnish standard items replaced by specified optional equipment. Only models of latest design and in current production will be accepted. The Seven Passenger Mini Van and all equipment furnished therewith shall be in compliance with all applicable provisions of the California Vehicle Code. The Seven Passenger Mini Van and all equipment furnished therewith shall be in compliance with all provisions of the State of California, Division of Industrial Safety and Cal/OSHA.

The unit shall be delivered completely assembled and ready to operate. Upon delivery, it shall be the supplier's responsibility to provide any evidence necessary that the product fully meets the requirements of this specification. The component parts of the Seven Passenger Mini Van shall be of proper size and design to safely withstand maximum stresses imposed by a capacity load, and the manufacturer's rated loads for axles and bearings must not be exceeded when the Seven Passenger Mini Van is loaded with such capacity loads. Prior to delivery, the Seven Passenger Mini Van must be completely serviced with factory prescribed pre-delivery service. The crankcase, transmission and differential must be filled to factory recommended capacities and have at least five gallons of fuel in the fuel tank. The Seven Passenger Mini Van and all components shall operate conforming to factory intent and in good factory-dealer practice.

The Seven Passenger Mini Van is to be covered by factory 12 month parts and labor warranty. All defects shall be corrected by successful bidder or any factory authorized dealer for that Seven Passenger Mini Van under standard factory warranty. During the warranty period the successful bidder shall bear responsibility and costs for transporting to and from any service or repair facilities. The successful bidder may be required to supply a similar "loaner" vehicle at their expense, if any repair work causes the vehicle to be out of service more than one week while under warranty.

Bids will be considered only on equipment represented by a reliable California firm, carrying adequate supply of replacement parts in the State. Successful bidder shall furnish, at no charge, one Operator Manual, one Replacement Parts Catalog, and one Shop Repair Overhaul Manual for the Seven Passenger Mini Van that is furnished. Original Dealer's Report of Sale, or Manufacturer's State of Origin, or Bill of Sale and Weight Certificate and Factory Warranty Guarantee must be furnished to the City when the Seven Passenger Mini Van is delivered. Final acceptance of the unit for conformance with the specifications will be made only at the Municipal Service Center yard. If the successful bidder does not supply the vehicle/equipment by the delivery date specified or as set by the City, a similar "loaner" may be negotiated at the bidders expense, or reimbursement for the cost of a similar rental unit may be considered, upon the City's approval, in lieu of or in combination with any per day delivery penalty detailed otherwise in this specification. The apparent silence of this specification or

supplemental specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only materials and workmanship of first quality are to be used. Any and all deviations to any of the requirements of this specification shall be stated on the returned bid. Unless so stated by the bidder, the City may, at its discretion, assume that all requirements have been met and may hold the bidder to each and every part of the specification. The manufacturer's name and model number must be shown on the bid in the designated place, however, that information is not sufficient evidence that the bidder is making an exception. If no exception or deviations are shown the Seven Passenger Mini Van will be furnished as specified herein. Bidder shall submit current literature and specifications of equipment bid.

# SEVEN PASSENGER MINI VAN SPECIFICATIONS

ITEM	SPECIFICATIONS	EXCEPTIONS
WHEELBASE	110 inches, minimum	
OVERALL LENGTH	185 inches, minimum	
OVERALL WIDTH	78 inches, maximum	
ENGINE TYPE	Gasoline V-6	
ENGINE DISPLACEMENT	3.3 Liter, E.F.I, minimum	
STEERING	Power assisted with auxiliary cooler	
BATTERY	500 AMP, 12 Volt maintenance free	
ALTERNATOR	12 Volt, 90 AMP	
PARKING BRAKE	Mechanical, rear wheel with dash mounted warning light.	
FUEL TANK	20 US gallon capacity, minimum	
HORN	OEM Standard	
WHEELS	OEM Standard	
TIRES	Four count all steel belted radial of a size compatible with vehicle GVW	
WHEEL COVERS	OEM Standard	
SPARE TIRE	Standard. Full size	
TRANSMISSION	Automatic, OEM heavy duty 4 speed.	
WINDSHIELD WIPERS	Electric, multi-speed and intermittent operation. Front and rear mounted.	
WINDSHIELD WASHERS	Dual jet system, front and rear mounted with readily accessible reservoir.	
RADIATOR	OEM heavy duty with coolant recovery kit.	
GAUGES	Must include oil pressure, coolant temperature, voltmeter, fuel capacity with low fuel warning light, speedometer, odometer, brake system indicator and service brake indicator.	
SUSPENSION	OEM heavy duty front and rear, with tow package.	

## SEVEN PASSENGER MINIVAN SPECIFICATIONS

ITEM	SPECIFICATIONS	EXCEPTIONS
BRAKES	OEM heavy duty power assisted anti-lock breaking with dual hydraulic system appropriate to the GVWR of the vehicle	
WIRING	All cables shall be OEM standard. Secondary ignition wires must be radio suppression type, electronic or equal. Wiring for tow package to be included	
DOOR LOCKS	All door locks to be manually operated.	
RADIO	OEM AM/FM Standard	
LIGHTING	Interior - Dual OEM standard. Turn Signals - OEM front and rear Back-up Lights - OEM standard Emergency Flashers - OEM standard	
GLAZING	Windshield and all side and rear windows must be safety glass available from OEM. Windshield to have dark tinted sun band across top. Windows to be manually operated.	
SEATING	Drivers Seat - OEM standard, manual adjustment; seven passenger capacity seating. Middle and rear bench seats must be removable. Cloth fabric covering to be compatible in color with exterior paint color.	
HEATER	Fresh air type front mounted OEM standard. Must include front defroster with multiple speed blower.	
REAR WINDOW DEFROSTER	Electric rear window defroster required, wiper optional.	
AIR CONDITIONING	Fresh air front mounted OEM standard with manual control multiple speed fan.	
OUTSIDE REARVIEW MIRRORS	Left and right adjustable and extendable for trailering.	
COLOR	Exterior color to be white, beige, tan or light gray. Color must be stated with bid. <div style="text-align: right;">Exterior Color _____</div> Interior color of trim and seats to be beige, tan or medium gray to coordinate with exterior color. Color must be stated with bid <div style="text-align: right;">Interior _____</div>	

RESOLUTION NO. 94-118

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A RESOLUTION OF THE LODI CITY COUNCIL  
REJECTING THE BID FOR THE POLICE UNDERCOVER VAN  
AND AUTHORIZING PURCHASE OF 1994 CARAVAN

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on October 4, 1994 at 11:00 a.m. for the bid for Police Undercover Van, described in the specifications therefor approved by the City Council on September 7, 1994; and

WHEREAS, said bids have been compared, checked, and tabulated and a report thereof filed with the City Manager as follows:

<u>BIDDER</u>	<u>LOCATION</u>	<u>AMOUNT BID</u>
Budgeted Amount		\$ 20,000.00
Geweke Ford	Lodi	\$ 21,369.51

WHEREAS, only one bid was received and that bid is \$1,369.51 above the budgeted amount for the vehicle. Staff recommends that Council reject the bid and authorize the purchase of one 1994 Dodge Caravan from Hayward Dodge-Chrysler-Plymouth-Hyundai of Hayward, California in the amount of \$23,665.09 less (estimated) rebates in the amount of \$4,428.37 for an approximate cost of \$19,236.72.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that the bid received is hereby rejected and authorizes the purchase of one 1994 Dodge Caravan from Hayward Dodge-Chrysler-Plymouth-Hyundai of Hayward, California in the amount of \$23,665.09 less (estimated) rebates in the amount of \$4,428.37 for an approximate cost of \$19,236.72.

Dated: October 19, 1994

=====

I hereby certify that Resolution No. 94-118 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 19, 1994 by the following votes:

Motion rejecting bids:

Ayes: Council Members - Pennino, Snider and Sieglock (Mayor)  
Noes: Council Members - None  
Absent: Council Members - Davenport  
Abstain: Council Members - Mann



Motion authorizing purchase of 1994 Dodge Caravan:

Ayes: Council Members - Mann, Snider and Sieglock (Mayor)

Noes: Council Members - None

Absent: Council Members - Davenport

Abstain: Council Members - Pennino

  
Jennifer M. Perrin  
City Clerk

# EXHIBIT A

## CNG. MINIVAN COST COMPARISON

DEALER	YEAR	MODEL	OPTIONAL COST	TOTAL	INCENTIVES (tax)	(Chrysler)	(G.E.)	State Purchase (Other)	NET TOTAL (Total Less Incentives)	Delivery (Duty)	License Cost	Other Costs
LES VOGEL DONÉ BURLINGAME, CA	'95	CARAVAN	2103.00	23,853.92	1717.87	500	2000	1500	17,566.05 + Lic. (approx. 500)	?	?	?
STEUBEN'S CREEK DONÉ SAN JOSE, CA	'95	CARAVAN		27,492.79	1934.72	500	2600	1500	20,898.07	?	?	?
HAWTHORN CHRYSLER/PLM '94 HAWTHORN, CA		CARAVAN (full loaded)	?	23,665.09	1738.91	500	2600	1500	17,327.00	7	none	4600
CHRYSLER CHRYSLER/PLM '95 STOCKTON, CA		VOYAGER		22,370.04	1609.04	1000	2600	1500	15,661.80 + Lic. (approx. 500)	90-120	none	4600
SWIFT AUTOWELD NORTH SACRAMENTO, CA		'95 CARAVAN		22,416.48	1614.48	500	2600	1500	16,232.00 + Lic. (approx. 500)	180-250	none	?
WELL MOTORS LODI, CA		* CHOSE NOT TO BID										

## INCENTIVES AVAILABLE:

- ① CALIFORNIA SALES TAX EXEMPTION
- ② FURTHER PURCHASE INCENTIVE FROM CHRYSLER CORPORATION @ \$500
- ③ P.G. & E. PURCHASE INCENTIVE @ \$2600 FOR THE CNG MINIVAN
- ④ CALIF. ENERGY COMMISSION INCENTIVE @ \$1500 FOR U.L.E.V. FOR STATE & LOCAL GOVTS.